Document No. 170 Adopted at Meeting of 11/22/61

CONTRACT

Between

Boston Redevelopment Authority

and

Charles Baily Akerson

THIS AGREEMENT, entered into as of this twenty seventh day of November, 1961, by and between BOSTON REDEVELOPMENT AUTHORITY, of the City of Boston, Commonwealth of Massachusetts, hereinafter referred to as the "Authority", and CHARLES BAILY AKERSON, of the Town of Wellesley in said Commonwealth, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the Authority has, under various dates, entered into contracts, with the United States of America providing for financial aid to the Authority under Title 1 of the Housing Act of 1949, as amended; and

WHEREAS, pursuant to such contracts the Authority is and will be undertaking certain activities necessary for the planning or execution of the Government Center Project, as well as certain other projects, respectively situated in the Project Areas and General Neighborhood Renewal Plan Areas described therein, hereinafter collectively referred to as the "Project Areas", and

WHEREAS, the Authority desires to engage the Contractor during the term hereof to render certain services, advice and assistance in connection with such undertakings of the Authority, and primarily those relating to the Government Center Project, and the Contractor desires to render such services, advice and assistance particularly with respect to all aspects of the business relocation activities of the Authority.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall during the term hereof perform all the necessary services provided under this Contract in connection with and respecting the Project Areas and shall

do, perform, and carry out the following, in a satisfactory and proper manner, as determined by, and subject to the general direction and control of, the Authority and the office of its Executive Director in the Operations Department of the Authority:

Subject to the general business relocation policies and programs of the Authority, be responsible for the conduct of the Business Relocation Program to be undertaken in connection with the Government Center Project;

And more specifically, without limiting the generality of the foregoing:

Make recommendations on policies, systems, procedures, staffing and organization relating to business relocation in the Government Center Project;

Establish and maintain satisfactory and effective working relationships and daily contact with outside agencies, persons and organizations, especially referral sources for relocation locations, whose participation and cooperation are desirable as part of the business relocation effort for the Government Center Project.

Supervise, on the site, the business relocation operation in the Government Center Project, including but not necessarily limited to:

- a. Establishment and operation of a system for locating space for relocation needs in which requirements are matched with resources;
- b. Consultations with business site occupants on their relocation problems and opportunities; and
- c. Evaluative review of relocation payment procedures and practices.

Adaptation of any policies or procedures established by the Authority for program-wide application to the Government Center Project;

Preparation of satisfactory reporting with respect to business relocation operations, making an accurate and correct record of all relocation activities promptly available at all times;

Assist and advise, as requested, with respect to the formulation, evaluation and revision of business relocation policies and programs generally; Consult with the Authority, its staff and its other consultants and contractors from time to time in connection with the foregoing; Furnish any or all of the foregoing services with respect to other projects of the Authority as requested, it being understood, however, that the primary area of activity of the Contractor shall be in connection with the Government Center Project. Time of Performance. The term of this Contract shall commence upon the giving by the Authority to the Contractor of a written notice to proceed, and shall continue for a period of twelve (12) months. This contract may be extended by vote of the Authority upon such terms and conditions as the Authority and the Contractor may agree. 3. Compensation. The Authority shall pay to the Contractor compensation for the Contractor's services hereunder at the rate of One Thousand Dollars (\$1,000) per month, payable not less often than monthly. In addition to the compensation provided above, the Authority shall reimburse the Contractor monthly for travel and subsistence expenses in connection with the performance of his duties under this Contract, the Authorization of the incurring of such expenses and the amounts thereof to be subject to prior approval and limitations as in the case of persons serving as employees of the Authority including, however, travel within the City of Boston, Massachusetts. 4. Services by Authority. The Authority shall furnish to the Contractor for the purposes of performing his services hereunder copies of appropriate maps and plans of Project Areas, reuse appraisal data and other studies related to land use, reuse and marketability, desk spade in the Authority's offices, stenographic and related assistance, and telephone service at such offices. Independent Contractor Status. The Contractor shall not be deemed an employee of the Authority but shall be an independent - 3 - ..

contractor. The Contractor shall not assign any interest in this Contract nor subcontract any of the services hereunder without the prior written consent of the Authority in each instance.

- 6. Outside Interests. The Contractor hereby represents that he presently has no interest, and covenants that he will not acquire any interest, direct or indirect, in any of the Project Areas from time to time covered by this Contract or in any parcels therein.
- 7. Findings Confidential. All of the reports, data and other information prepared or assembled by, or made available to, the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any other individual or organization without the prior written approval of the Authority.
- 8. Interest of Members of Authority. No member of the governing body of the Authority, and no other officer, employee, or agent
 of the Authority who exercises any functions or responsibilities
 in connection with the carrying out of the projects to which this
 Contract pertains, shall have any personal interest, direct or
 indirect, in this Contract.
- 9. Interest of Other Local Public Officials. No member of the governing body of the City of Boston, and no other public official of such City, who exercises any functions or responsibilities in the review or approval of the carrying out of the projects to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- 10. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

IN WITNESS WHEREOF the Authority and the Contractor have executed this Contract as of the date first above written.

Attest:

BOSTON REDEVELOPMENT AUTHORITY

Attest:

CHARLES BAILY/AKERSON

Contractor

contractor. The Contractor shall not assign any interest in phis Contract nor subcontract any of the services hursunder without the prior written consent of the authority in each instance.

- he presently has no interest, and covanants that he will not acquire any interest, direct or indirect, in any of the France: Areas from time to time covered by this Contract of it any parcels therein.
- Information propered or are moded by, or made available to, the Contractor Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any other individual or organization without the prior written approval of the Ausberity.
- ing body of the Authority, and no other officer, employee, or agent of the Authority the exercises any innertions or responsibilities in connection with the carrying out of the projects to which this contract pertains, chall have any personal interest, direct or
- governing body of the Caty of Boston, and no other public official of such Caty, who exercises any functions or responsibilities in the review or approved of the carrying out of the projects to which this Contract Pertains, shall have any personal interest, direct or
- delegate to the Congress of the United States, and nonhardent Commissioner; shall be admitted to any share of part of this Commissioner;

or to any benefit to arise herefrom.

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CHARCES BAILY AGDESON Contractor